

**LUDLOW ELECTRIC LIGHT DEPARTMENT
FINAL SERVICE QUALITY & RELIABILITY
PERFORMANCE, MONITORING & REPORTING PLAN**

Section A: General Provisions

1. The purpose of this plan is to establish performance standards, and performance monitoring and reporting for electric service provided by Ludlow Electric Light Department ("Ludlow"). The plan shall be referred to throughout this document as the "SQRP."
2. The parties to this SQRP are Ludlow and the Vermont Department of Public Service ("DPS").
3. Section B establishes the measurement and reporting protocols for the performance standards, and Section C of the SQRP establishes performance areas in which Ludlow agrees to monitor, report and be subject to minimum performance standards, and, except where otherwise specified, establishes minimum performance standards. Section D of the SQRP consists of customer service guarantees to be offered by Ludlow, subject to Public Service Board ("PSB") approval of a tariff amendment containing the guarantees to be filed within 30 days of PSB approval of this plan.
4. The SQRP shall remain in effect for two years from the date of approval by the PSB. At least 90 days prior to the expiration of the SQRP, the parties agree to negotiate a successor plan which may include financial penalties and/or incentives tied to performance and which shall be submitted to the PSB for approval.
5. Nothing in this SQRP shall preclude the use of any other remedies available under law for addressing substandard performance.
6. In the event that Ludlow opens its territory to retail choice during the life of this SQRP, the parties acknowledge additional and/or different standards may be necessary to monitor service delivery changes attendant to restructured service delivery. The parties agree to negotiate such additional standards should the need arise. Modifications to the SQRP under this paragraph shall be submitted to the PSB for approval.
7. In addition to the performance standards and measurements set forth in this document, Ludlow agrees to the following time frames for response to consumer and regulatory complaints:
 - a. Ludlow shall provide a substantive response to consumer complaints expressed directly to the company within 14 calendar days of receipt by any method of contact.
 - b. Ludlow shall provide a substantive response to consumer complaints from DPS within 14 calendar days of receipt by any method of contact.

- c. If Ludlow needs additional time to respond fully to a complaint from a consumer or from DPS, Ludlow shall within the initial 14 calendar day period request a specific additional time for response and shall provide a full proposed resolution within the requested additional time.

Section B: Measurement, and Reporting Protocol

1. Ludlow shall begin performance monitoring in accordance with this SQRP on July 1, 2002. Performance monitoring reports shall include a record of the number of times Ludlow provides customer benefits offered in Section D, as well as performance on the standards established in Section C. Reporting periods shall be calendar quarters, with quarterly reports submitted to the Board and DPS by the last day of the month following the end of each quarter. If the performance monitoring commences before the final Board Order is issued, the parties agree to modify as necessary the performance monitoring plan in order to bring it into full compliance with the final Board Order.
2. Performance results shall be reported quarterly to the Board and DPS. The parties shall jointly develop an electronic reporting format. Quarterly reports shall include both monthly and quarterly averages. Quarterly averages shall be derived from raw data, not by averaging monthly averages. Achievement of minimum standards shall be determined on the basis of a 12 month rolling average updated quarterly. A minimum performance standard shall be considered met if, in each quarter's reporting, the 12 month rolling average met or exceeded the standard.
3. Performance shall be evaluated and reported to one decimal place for all performance areas unless otherwise specified. Actual performance shall be rounded up when the second decimal place is more than 5. Ludlow shall retain all of its reports that support the results for each of the performance areas for a period of not less than 24 months after the results are reported. Ludlow shall provide these reports upon request to DPS.
4. Ludlow shall review with the DPS any change to Ludlow's measurement protocol or to the internal reporting methods that are used to obtain the data measured prior to Ludlow's implementation of such changes. If the DPS and Ludlow are unable to agree on the changes requested, nothing in this SQRP shall preclude DPS from seeking appropriate relief from the PSB. Ludlow shall have an affirmative duty to report missing data or other events that could reasonably affect the quality of the data at the time Ludlow becomes aware of such events. Any data related to the SQRP reported to DPS that reflects significantly altered measurement procedures or internal data acquisition methods that have not been agreed to between Ludlow and DPS shall be subject to challenge and potential exclusion from results.
5. Ludlow may seek a waiver of any applicable performance standard from the PSB. A waiver may only be granted based upon exceptional circumstances. The burden shall be on Ludlow to demonstrate that its level of preparedness and response was reasonable in light of the cause of the failure.

6. Definitions:

- a. New Line Extensions: New service installation in which one or more poles must be installed to carry a primary distribution circuit; and/or a primary underground distribution circuit must be installed for the purposes of servicing new customer(s).
- b. New Service: A primary circuit exists and/or only a transformer and/or a service connection are needed.
- c. Disconnect/Reconnect: Electric power in a location must temporarily be disconnected and reconnected at the customer's request by the physical disconnection of the electric service cable, usually to ensure safety during work being completed at the location.
- d. Street Light New Installation: Ludlow installs Ludlow-owned street and security lighting at the request of a consumer.
- e. Street Light Maintenance: Ludlow makes repairs to Ludlow-owned street and security lights.
- f. Escalation: A complaint to the utility or to DPS in which, after investigation, the utility or DPS determines that the utility could and should reasonably have taken different action in the first instance prior the filing of the complaint by the consumer and, therefore, that the consumer's complaint is justified. In the case of complaints to DPS, it shall be in the sole discretion of the Consumer Affairs & Public Information Division to classify such complaints, subject only to review by the Division Director. Upon request of Ludlow staff at the time the complaint is investigated, DPS shall inform Ludlow of a determination of an escalation. In addition, DPS shall provide quarterly complaint reports to Ludlow.
- g. Weather-related delays: These are the delays referred to in the "not ready" exclusions described in the work completion performance measure (Section C, Paragraph 4). Weather-related delays shall mean any of the following conditions: Heavy or continuous storms or excessively cold weather below zero degrees Fahrenheit, or above 90 degrees Fahrenheit, unless the work is necessary to protect life, property or continuity of essential service.
- h. Ludlow is available to meet with the DPS at any time to discuss service quality issues, trends in service quality, issues raised by consumer complaints filed with the DPS, and other policy issues relating to consumer service.

Section C: Performance Standards

- 1. Call answering: Since Ludlow has does not have an automated call administration system (ACD) and/or computerized call answering record keeping system, customer service call

answering performance will be measured based on consumer complaints. Consumer complaints to DPS, determined after investigation to be "escalations," in which the consumer complains he or she could not reach the utility shall not exceed five percent of all consumer complaints to DPS. Should Ludlow obtain an ACD or computerized call answering system, or should its customer base exceed 10,000, during the duration of this SQRP, it shall commence reporting under this standard.

2. Billing and Meter Reading:

- a. Percent of bills not rendered within seven (7) days of the monthly billing cycle:
This standard tracks the percentage of bills not rendered within seven (7) days of the scheduled billing date. The measurement will exclude accounts that were activated after the normal reading cycle for the current month's billing. It shall be calculated as follows:

Number of bills not rendered within 7 days of the scheduled billing cycle
Total number of bills scheduled to be rendered in the monthly billing cycle

No more than 1% of total bills shall not be rendered within 7 days of the scheduled billing cycle.

- b. Bills found inaccurate: This standard tracks number of bills sent to consumers that are found to be inaccurate after mailing. This includes all bills that are determined to be inaccurate as a result of consumer complaints and those found to be inaccurate by the utility.

Number of bills determined to be inaccurate
Total number of bills rendered for the billing month

No more than 1% of total bills rendered in a month shall be determined to be inaccurate.

- c. Percent of bills estimated: This standard tracks the percentage of bills estimated each month in relation to the number of bills rendered. It shall be calculated as follows:

Number of bills estimated
Number of bills rendered

No more than 5% of total bills rendered in a month (based on annual average) shall be estimated.

3. Work completion:

- a. Average days to completion of line extension from the date the project is ready for construction: This standard tracks the average number of days from the date the

project is ready for construction to the date of completion. "Ready for construction" shall mean all necessary rights-of-way are in place, all necessary paper work required of the consumers has been received by Ludlow, and all required fees have been paid. "Not ready" exclusions will include the following conditions that are not the responsibility of Ludlow: customer tree trimming not completed; underground conduit/trenching not completed or installed incorrectly; and weather-related delays. Performance shall be calculated as follows:

Total number of days to completion of all line extensions completed in the period

Total number of line extensions scheduled in the period

No standard shall be proposed at this time, pending completion of a two-year tracking period to commence July 1, 2002.

- b. Percent of all other customer requested work completed on or before promised delivery date: This standard tracks the percentage of jobs resulting from customer requests for work that are completed on or before the promised completion date. Sub-measures include, but are not limited to, disconnects/reconnects (not associated with non-payment), street light maintenance, street light new installations, and temporary service installation. Weather-related delays will be excluded. If a weather-related delay results in the work not being completed as promised, Ludlow will renegotiate the promised delivery date with the consumer. Renegotiated jobs will be reported as "completed on or before" based on the new, renegotiated date and not the original date. Performance shall be calculated as follows:

Number of jobs completed on or before promised date less exclusion

Total number of jobs completed

Average performance in this area shall meet or exceed 96%.

- c. Average delay days for missed appointments: This standard measures the average number of days that elapse between the original due date and the date of completion for any customer-requested work that is not completed on or before the date promised. Delay days shall be measured for all customer requested work listed in paragraphs (a) and (b) above. Weather-related delays shall be excluded. Performance shall be calculated as follows:

Total number of delay days

Total number of jobs not completed by the promised delivery date

Average performance in this area shall not exceed 5 days.

4. Customer satisfaction: The level of Ludlow consumer satisfaction shall be measured on the basis of escalations to the DPS. Escalations shall not exceed **2 per 1000** customers per year. In addition, Ludlow shall develop and maintain an internal system for monitoring consumer complaints directly to the utility. Records of consumer complaints and their resolution shall be made available for inspection upon request.

5. Worker safety performance measures:

- a. Lost Time Incidents: Lost time incidents are the total number of incidents experienced by Ludlow in a calendar year that: (1) cause an injury to an employee; and (2) occur while the employee is performing work for Ludlow; and (3) result in the employee missing work beyond the day of the injury.

The baseline measure is 2 incidents. The standard is met as long as Lost Time Incidents do not exceed 2 in the calendar year.

- b. Lost Time Severity: Lost time severity is the cumulative number of work days missed by Ludlow employees in a calendar year as a result of injuries sustained by the employees while performing work for Ludlow.

The baseline measure is 19 days. The standard is met as long as Lost Time Severity does not exceed 19 days in the calendar year.

6. Reliability:

- a. System average interruption frequency ("SAIFI"): This standard is defined in Public Service Board Rule 4.901.

Ludlow's baseline measure for SAIFI is 3.0. The standard is met as long as SAIFI does not exceed 3.0 in the calendar year.

- b. Customer average interruption duration ("CAIDI"): This standard is defined in Public Service Board Rule 4.901.

Ludlow's baseline measure for CAIDI is 0.9. The standard is met as long as CAIDI does not exceed 0.9 in the calendar year.

- c. Worst-Performing Areas: For each calendar year, Ludlow shall identify the areas on its system where most outages occur, identify the factors underlying the performance of these areas, and institute economically feasible measures to improve the reliability of these areas. All areas which have been identified shall be monitored each year, over a five-year period, to determine the effectiveness of the improvement measures and to identify further measures that may be required.

- d. Major Storms: Calculation of SAIFI and CAIDI indices shall be net of outages caused by major storms. A major storm is defined as a severe weather event that satisfies the following criteria:
- i. Extensive damage to the utility infrastructure has occurred; and
 - ii. More that 25% of Municipal Utility customers are out of service due to the storm or the storm's effects for more than 24 hours.

Section D: Service Guarantees

Ludlow shall offer the following service guarantee to its customers:

In the event that Ludlow is unable to perform meter-related tasks (enumerated below) within 24 hours of such a request being made (time between the end of Ludlow's normal business hours on Friday or the day before a holiday and the beginning of Ludlow's next normal business hours shall not be counted against this limit) and the delay is not due to a Weather-related Delay, Ludlow shall provide the customer a \$5.00 credit on their next normal electric bill. Work covered by this service guarantee shall include:

- Customer-requested meter readings
- Meter accuracy verification (not more than once per 12 months)
- Final/ initial meter readings

Ludlow offers the following additional service commitments to its consumers:

Where Ludlow fails to meet the following additional service guarantee set forth below, management shall report such failure at the next scheduled Board of Trustees (Commissioners, etc.) meeting. The affected customer shall be invited to address the Trustees at such meeting.

New Service Installation: Ludlow shall install a service cable or service connection within 5 days of notification that all customer and joint pole owner requirements have been met.

Temporary Service Installation: Ludlow shall install a service cable or service connection within 5 days of notification that all customer and joint pole owner requirements have been met.

Disconnects and Reconnects (other than for failure to pay): Ludlow shall make disconnects or reconnects within 3 business days of a valid request.

Bill accuracy: Ludlow shall render bills that accurately reflect the meter reading or estimate based on prior usage.

Notification of right-of-way clearing: Prior to any routine or planned right-of-way clearing, Ludlow shall make every attempt to provide advance notice to affected landowners by either personal contact and/or public posting or advertising.

Notification of planned outages: Ludlow shall make every attempt to give advance notice of the time and day of planned outages affecting more than 200 customers by either personal contact and/or public posting or advertising.